GENERAL TERMS & CONDITIONS
May 2025

1. Definitions

1.1 Capitalised terms used in the Agreement shall have the meaning ascribed to them in this clause 1.1. In the Agreement, the terms are used alternatively in the singular and in the plural.

Affiliate means, in relation to a Party, any entity that it controls, directly or indirectly, or that is controlled by or under common control with such Party.

Agreement means altogether these Terms & Conditions, the Cover Agreement and all Statements of Work, Schedules and/or other contract documents referring thereto, agreed in writing by the Parties.

Company means McCoy & Partners' contractual counterparty.

Confidential Information means any information of either Party, in any form or medium, that such Party considers to be proprietary or confidential, including information consisting of or relating to either Party's business, plans, strategies, technology, trade secrets, know-how, computer records, specifications, formulas, evaluations, methods, processes, technical descriptions, reports and other data, records and information that is either clearly marked as confidential or proprietary or that should reasonably be considered as such.

Cover Agreement means the overarching document the Parties could have chosen as the leading contract document.

Force Majeure means an event that is beyond that Party's reasonable control, including but not limited to acts of God, elements of nature, war, terrorism, riots or other civil unrest, embargoes or export/import restrictions imposed at any time, labour stoppages or slowdowns, or other industrial disturbances.

Terms & Conditions means the general terms and conditions described in this document.

Intellectual Property Rights shall mean any patent, registered design, copyright, design right, trademark, and any application for registration of any of the foregoing, trade secret, know-how, sui generis right in databases and any other intellectual or industrial right of any nature whatsoever in any part of the world.

McCoy means Mccoy & Partners B.V., a company incorporated under the laws of the Netherlands and registered office at John F Kennedylaan 2, 5612 AB Eindhoven and registered with number 56352468.

Parties mean McCoy and the Company together.

Schedule means an order document which refers to these Conditions. and/or which forms an integral part of the Agreement between the Parties.

Services means the services to be provided by McCoy and requested by Company as more fully described in a Schedule or SOW and/or other contract document, agreed in writing by the Parties.

Statement of Work (SOW) means an order document which refers to these Terms & Conditions and/or which forms an integral part of the Agreement between the Parties.

2. Applicability & Scope

2.1 These Terms & Conditions shall apply to all Schedules, SOW's or other forms

of purchase between McCoy and the Company.

2.2 The applicability of any general or specific terms and conditions or clauses of the Company, under whatever name, is hereby expressly excluded, unless otherwise agreed in writing.

2.3 Times specified in the Agreement are indicative unless otherwise agreed in the Agreement.

2.4 In the performance of the Services, McCoy shall use reasonable endeavours to ensure that its representatives are sufficiently trained, competent and suitable to carry out the Services and that they perform the Services with all due care and diligence, in a professional and ethical manner and in accordance with guidelines agreed in writing by the Parties.

2.5 In the event that third party software is part of the Services provided by McCoy, the use of such third-party software shall be governed by the terms and conditions of such third party, unless otherwise expressly agreed in the Agreement.

3. Obligations

3.1 Each Party shall:

- comply with all laws, regulations and ordinances directly applicable to its performance under the Agreement; and
- maintain all licences, consents and permits necessary for its performance under the Agreement during the term of the Agreement.

4. Liability

4.1 McCoy's total liability arising in connection with the Services under the Agreement shall be limited to the fees paid or payable by Company to McCoy in the twelve-month period prior to the first event giving rise to the liability. All related events giving rise to the claim of liability shall be considered a single event.

4.2 McCoy shall not be liable for any loss of profit, loss of business, loss or depletion of goodwill and/or similar losses, or for any indirect or consequential losses, costs, damages, charges or expenses howsoever arising under the Agreement.

4.3 Nothing shall limit McCoy's liability (i) for damages caused by McCoy's gross negligence or wilful misconduct; (ii) for death or personal injury caused by McCoy's negligence; or (iii) for fraud or fraudulent misrepresentation.

5. Intellectual Property

5.1 Neither Party shall receive any right, title or interest in or to any Intellectual Property Rights under the Agreement unless otherwise agreed in writing in the Agreement. In the event that any Intellectual Property Rights arise as a result of the Services, such Intellectual Property Rights shall be vested in McCoy and Company shall be granted a perpetual, irrevocable, worldwide licence, including the right to assign and sub-license such licence.

6. Confidentiality

6.1 Each Party shall (i) use reasonable care to maintain the confidentiality of the Confidential Information, provided that such care shall be at least as great as the precautions taken by the receiving Party to protect its own Confidential Information, and (ii) not use the Confidential Information for any purpose other than the performance of the Agreement. The Party disclosing Confidential Information shall for the purpose of this clause be referred to as "**Disclosing Party**" and the Party receiving Confidential Information shall hereafter be referred to as **"Receiving Party**".

6.2 Information that was known to the Receiving Party prior to receipt from the Disclosing Party, that is publicly available through no fault of the Receiving Party, or that is lawfully received by the Receiving Party from a third party without a duty of confidentiality shall not be considered as

Confidential Information under the Agreement.

6.3 The restriction on disclosure shall not apply to the extent that such disclosure is required by law or by order of a court of competent jurisdiction, provided that the Party required to disclose gives prompt written notice of such requirement to the other Party and takes reasonable steps to permit the other Party to object to such disclosure.

6.4 The Receiving Party may disclose Confidential Information to its and its Affiliates' directors, employees and professional advisors, subcontractors ("**Representatives**") on a strictly need-to-know basis and only to the extent necessary for the performance of the Agreement. The Receiving Party shall ensure that such Representatives are made aware of the confidentiality restrictions contained in the Agreement and the Receiving Party shall be responsible for any breach of the Agreement by such Representatives as if it were its own.

6.6 Upon termination of the Agreement, each Party shall delete or return to the other Party, at the other Party's request, all Confidential Information received in connection with the Agreement, except for Confidential Information that must be retained in accordance with applicable laws and regulations.

7. Security

7.1 If McCoy is required to provide an appropriate level of information security for the Services, such security shall be in accordance with the security agreed in writing between the Parties in the Agreement, and as a minimum McCoy shall comply with industry standards and ISO27001.

8. Data Protection

8.1 In the event that McCoy processes personal data within the meaning of the General Data Protection Regulation ("**GDPR**") as part of the Services, the Parties will enter into a data processing agreement compliant with the GDPR, which will form an integral part of the Agreement.

9. Audit

9.1 Company shall have the right to subject McCoy to an audit to verify McCoy's performance of the Services in accordance with the Agreement once each year of the Agreement, provided that:

- An independent certified third-party auditor is appointed by Company;
- Company ensures that such audit does not materially disrupt McCoy's normal business operations;
- McCoy retains all relevant documentation and data resulting from such an audit; and
- Company shall pay all reasonable costs of such audit unless the audit shows that McCoy has failed to perform its obligations in accordance with the Agreement.

10. Sub-contractors

10.1 McCoy may subcontract the provision of Services under the Agreement to third parties, provided that McCoy shall at all times remain fully liable under the Agreement for any breach of the Agreement caused by a subcontractor. Subcontractors involved in the processing of personal data in this respect shall be included as sub-processors in the separately agreed data processing agreement between Parties.

11. Payment

11.1 The Company shall pay the fees as set out in the Agreement for the provision of the Services, within thirty (30) days of the date of the invoice.

11.2 All fees are exclusive of VAT.

11.3 The Company shall not be entitled to set off any amount owed by the Company to McCoy.
11.4 McCoy reserves the right to increase the fees for the Services once in each year of the Agreement without Company's consent unless otherwise agreed in writing in the Agreement.
11.5 If the Company fails to pay the fees due or fails to pay them on time, the Company shall owe statutory commercial interest on the outstanding amount pursuant to Section 6:119 of the Dutch Civil Code, without any reminder or notice of default being required.

12. Term and Termination

12.1 The relevant SOW, Schedule or other order document which forms an integral part of the Agreement will specify the term of the Agreement and the rights of the Parties to terminate for convenience, if any.
12.2 The Agreement may be terminated by either Party with immediate effect by written notice to the other Party:

- if either Party applies for suspension of payments and/or is declared bankrupt; or
- if either Party remains in default after receiving a written notice of default from the other Party setting a reasonable time for performance of its obligations under the Agreement and the defaulting Party fails to perform within such reasonable time; or
- by either Party in the event of force majeure for a period more than thirty (30) calendar days; or
- by either Party if the other Party can no longer comply with the laws and regulations applicable to it.

As a result of the termination referred to in this clause, McCoy shall never be obliged to refund any payments already received or to pay damages.

13. Miscellaneous

13.1 McCoy reserves the right to amend all or part of the Terms & Conditions. McCoy will notify Company in writing (email is sufficient) of changes to any or all parts of the Terms & Conditions. Unless otherwise stated in the notice, substantial change(s) will take effect after three months ("**the Notice Period**") and will apply to all current purchases under an Agreement entered into after the applicable Notice Period, unless clause 13.2 applies. If Company's legitimate interests are adversely affected by any such changes, Company shall be entitled to terminate the Agreement with effect from the end of the applicable Notice Period. If the Company does not terminate within the applicable Notice Period, the changes shall be deemed to have been accepted by the Company.
13.2 Any change that McCoy reasonably believes to be beneficial to Company may, at McCoy's discretion, become effective upon notice from McCoy. Such changes include, but are not limited to, increased discounts and promotions. If Company does not consider such a change to be beneficial, Company must notify McCoy in writing within five days of receipt of such notice that Company does not agree with McCoy's assumption and state the reasons why the change would not be beneficial to Company. In such case, clause 13.1 shall apply.
13.3 Neither Party shall be liable for any delay or failure to perform any obligation under the Agreement, in whole or in part (other than the payment of fees), to the extent that such delay or failure is caused by an event of Force Majeure.
13.4 Neither Party shall, either during the term of the Agreement or for a period of one (1) year after termination of the Agreement, without the written consent of the other Party, employ or otherwise solicit for employment by itself or any of its Affiliates any of the other Party's employees involved in the performance of the Agreement.

13.5 The Agreement may not be assigned or transferred without the prior written consent of the other Party, except that McCoy may assign the Agreement to one of its Affiliates.

13.6 The failure of either Party to exercise (in a timely and/or complete manner) any right under this Agreement shall not constitute a waiver of such right.

13.7 Obligations arising from the Agreement that, by their nature, are intended to continue after it is dissolved will continue to exist after the Agreement is dissolved. These obligations include, not limited to, liability, confidentiality, intellectual property and applicable law.

13.9 The Agreement and all claims arising out of and in connection with the Agreement shall be governed by the substantive law of the Netherlands. The exclusive place of jurisdiction for all disputes arising under the Agreement shall be Eindhoven, the Netherlands.

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